

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

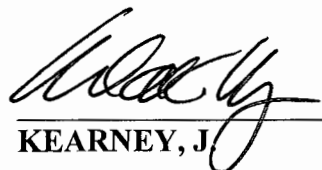
JOSEPH A. MORELLO	:	CIVIL ACTION
	:	
v.	:	
	:	NO. 09-4412
KENCO TOYOTA LIFT, et al.	:	

**ORDER**

AND NOW, this 8<sup>th</sup> day of October 2015, upon consideration of Defendants Kenco Toyota Lift's, Kenco Group's, and Kenco Material Handling Solutions, LLC's (collectively "Kenco") Motion for Summary Judgment (ECF Doc. No. 135), Plaintiff's Opposition (ECF Doc. No. 142), Kenco's Reply (ECF Doc. No. 146), following oral argument and for the reasons in the accompanying Memorandum, it is **ORDERED** Kenco's Motion (ECF Doc. No. 135) is **GRANTED in part and DENIED in part**:

1. Kenco's Motion as to Plaintiff's claims for negligence, strict liability under §402B, liability under Restatement (Torts) §392, breach of the express warranty, and breach of the implied warranty and fitness for a particular purpose is **GRANTED** and these claims (Counts I, III, IV, V, and VII) are **DISMISSED**; and,

2. Kenco's Motion as to Plaintiff's claims for strict liability under §402A and for breach of the implied warranty of merchantability is **DENIED** and, subject to this Court's ruling on Kenco's and Third-Party Defendant's Toyota Industrial Equipment Manufacturing ("TIEM") pending motions *in limine* to Preclude Experts (ECF Doc. Nos. 148, 149, 150), these claims (Counts II and VI) shall proceed to trial.

  
KEARNEY, J.